



June 20, 2023

## Local Law No. 1, 2023

Council Member Hayner presented the following Resolution and moved its adoption.

---

ADOPT LOCAL LAW #1, 2023 TO AMEND  
ARTICLE 4; SECTION C 4.0 OF THE JOHNSTOWN CITY CHARTER

---

**WHEREAS**, a Public Hearing was held for all interested parties to be heard on Tuesday, June 20, 2023 regarding a Local Law to amend the Johnstown City Charter, attached hereto as Schedule "A".

**NOW, THEREFORE, BE IT**

**ADOPTED** by the Common Council of the City of Johnstown, New York, Local Law No. 1 of 2023, being a Local Law to amend to amend the Johnstown City Charter; and be it further

**RESOLVED**, that the City Attorney is hereby directed to file said Local Law with the New York State Department of State.

Seconded by Council Member \_\_\_\_\_

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023

\_\_\_\_\_  
Carrie M. Allen, City Clerk

Local Law # 1 , 2023 is hereby approved

\_\_\_\_\_  
Amy Praught, Mayor

## **LOCAL LAW # 1 - 2023**

### **LOCAL LAW AMENDING THE CHARTER FOR THE CITY OF JOHNSTOWN**

BE IT ENACTED by the Common Council of the City of Johnstown, New York, as follows:

#### **Article 4. Section C-4.0; General Powers and Duties of the City Treasurer**

12. Have such other additional functions, powers and duties as may be prescribed by state law by local law or ordinance of the Common Council.
  - a. Pursuant to the General Municipal Law and the General Obligations Law, the city may impose the maximum fee of \$20 as a service charge or processing fee for returned/dishonored check.



June 20, 2023

## Ordinance No. 3, 2023

Council Member Miller presented the following Ordinance and moved its adoption:

---

### AMEND CHAPTER 11; LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS, ARTICLE II - VENDORS

---

**BE IT ORDAINED**, that Chapter 11; Licenses and Miscellaneous Business Regulations, Article II – Vendors, be amended to include:

- Section 11-203; entitled Exception from Article Provisions, to include the following subsection:

H. Barrel Drive / Tag Day. The legislative purpose of this article is to increase the safety of pedestrians, motor vehicle operators and of all persons using the public ways.

  1. Applicant must complete and provide information as defined in Section 11-205;
  2. No one under the age of 18 shall be involved in the soliciting or collection of monies in or on any city street or roadway or state highway;
  3. Police Department, Department of Public Works and Fire Department must approve as to the location of such activity;
  4. Any equipment used for event must be signed for and returned in the manner to which it was received.
- Section 11-205; entitled Application for License, to revise language in subsection A:

Any person desiring to procure a license as herein provided shall file with the City Clerk a written application upon a blank form furnished by the City and shall file at the same time satisfactory proof of good character. Application shall be made in writing not less than 30 (thirty) days prior to date of event. Applicant must complete and provide all supporting information. Failure to provide required information or adhere to timelines will result in a delay of approval and / or denial of your Permit.
- Section 11-205; entitled Application for License, to include the following under subsection D:
  2. Alcohol shall not be permitted on any public right-of-way or City-owned property during any special event unless a special permit is issued by the City prior to the event. A special permit application is available at the office of the City Clerk. An applicant must submit the special permit application at least 30 (thirty) days prior to the scheduled event. At the time that the application is submitted, the applicant must be in compliance with all other provisions of this chapter. The Police Chief shall have final discretion in granting or denying any special permit authorized by this section.

; and be it further

**ORDAINED;** that the amendment to Chapter 11 of the City of Johnstown Code of Ordinances shall take effect immediately upon its adoption.

Seconded by Council Member \_\_\_\_\_

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023

Ordinance # 3 , 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor



June 20, 2023

## Ordinance No. 2, 2023

Council Member Parker presented the following Ordinance and moved its adoption:

AMEND ARTICLE II: PARADES, PROCESSIONS, RACES AND SPECIAL EVENTS  
OF CITY OF JOHNSTOWN CODE OF ORDINANCES CHAPTER 12,  
OFFENSES AND MISCELLANEOUS PROVISIONS

**BE IT ORDAINED**, that Chapter 12; Article II: Parades, Processions, Races and Special Events, Offenses and Miscellaneous Provisions be amended as attached hereto; and be it further

**ORDAINED**; that the amendment to Chapter 12 of the City of Johnstown Code of Ordinances shall take effect immediately upon its adoption.

Seconded by Council Member \_\_\_\_\_

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023

Ordinance # 2 , 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor

## Chapter 12 Offenses and Miscellaneous Provisions

### Article II. Parades, Processions, Races and Special Events

#### 12-201 **Permit required.**

No person shall occupy public right-of-way or City-owned property for a special event without a current, valid City permit for the event. No procession, parade, race or special event shall march or proceed along any public highway or public place within the corporate limits of the city at any time, unless a permit to do so has first been obtained from the City Clerk as hereinafter provided. No person shall take part in, aid, form or start any such procession, parade, race or special event without such permit first being obtained.

#### 12-202 **Application for permit.**

All applicants for a permit to use public highways or public places in the city for a procession, parade, race or special event shall file with the City Clerk, not less than 30 (thirty) days prior to the date of the proposed event, a written application therefor. Such application shall state the public highway and public places proposed to be used, the nature and purpose of the event and the number of participants therein.

#### 12-203 **Review of application.**

The City Clerk, upon receiving any such application, shall cause the same to be reviewed by the Police Chief, Fire Chief and City Engineer. Within five (5) days after the filing of such application, shall make a report and recommendation and file the same with the City Clerk. If approved, the City Clerk shall issue a permit authorizing the proposed procession or parade. If the Police Chief recommends denial of the permit the City Clerk shall deny the application for a permit.

#### 12-204 **Grounds for denial of permit.**

The Police Chief, Fire Chief and/or City Engineer may, in their discretion, recommend to the City Clerk denial of a permit if they determine that:

- A.** The procession or parade for which a license is sought conflicts with another procession or parade for which a license is to be or has been issued and which application was made previous to the instant application;
- B.** The procession or parade is to be either for the purpose of advertising any commercial product, goods or event or is designated purely for private profit; or
- C.** By granting of the permit there would be interference with traffic circulation or unreasonable danger to public safety.

**12-205 Exceptions.**

The provisions of this chapter shall not apply to:

- A.** Procession or parade when all personnel taking part therein are policemen, firemen, members of the Armed Forces of the United States or of the State of New York or officials of governmental units.
- B.** Procession or parade sponsored by a duly chartered veterans organization organized and functioning in the city.
- C.** Students going to and from school classes or participating in school activities, provided that such conduct is under the immediate direction and supervision of the proper school authority.
- D.** Funeral procession.
- E.** Wedding processions.

**12-206 Information required.**

A permit issued pursuant to this chapter shall specify the name of the organization participating, the name of the person chiefly responsible for the organization of the procession, parade and/or race, the public streets and public places through which it may move and the hours during which it may proceed.

**12-207 Interfering with procession.**

No person shall drive any motor vehicle between the motor vehicles or persons comprising the procession, parade, race or special event proceeding in accordance with the terms of a permit therefor duly issued by the City Clerk when such motor vehicles or persons are in motion and are conspicuously designated as a procession, parade and/or race, nor shall any person unreasonably hamper, obstruct or interfere with any person, vehicle or animal participating or used in such a procession, parade and/or race.

**12-208 Parking restricted.**

The Police Chief shall have the authority to prohibit or restrict the parking of motor vehicles along a public street and/or highway constituting a part of the route of a procession, parade, race or special event and to cause signs to such effect to be posted and it shall be unlawful and a violation of this chapter for any person to park or leave unattended any motor vehicle upon any highway or portion thereof in violation of prohibitions so posted on said highway or portion thereof.

**12-209 Penalties for offenses.**

Any person violating the provisions of this chapter or any part thereof shall be liable for and forfeit a penalty not exceeding \$100 for each offense.

**12-210 Fee and Insurance Requirements.**

- A.** No fee required.

**B. Insurance Requirements** – No person conducting business covered under this Section in the streets, alleys, sidewalks, public park or other public places in the City shall be issued a license hereunder until such person shall have furnished to the City Clerk, a liability policy of insurance, having the following policy limits:

Bodily injury per person	\$ 50,000.00
Bodily injury per occurrence	\$100,000.00
Property Damage	\$ 25,000.00

1. The insurance company issuing the policy shall be licensed and admitted to do business in New York State.
2. The policy shall designate, by manufacturer, year, make, model and vehicle or serial identification number, all commercial vehicles for which coverage is granted.
3. The policy shall insure the person named in the policy and any other person using any equipment and/or vehicle with the express or implied permission of the named insured against any liability arising out of the ownership, maintenance or use of the applicant's activities in New York.
4. The policies shall name the City as an additional insured on a primary and noncontributory basis

#### **12-211 Limitations on Special Events.**

1. Special event permits shall be limited to no more than two (2) consecutive days per event and shall be limited to the hours between 6:00 a.m. and 9:00 p.m. unless otherwise expressly authorized by the City.
2. Alcohol shall not be permitted on any public right-of-way or City-owned property during any special event unless a special permit is issued by the City prior to the event. A special permit application is available at the office of the City Clerk. An applicant must submit the special permit application at least 30 (thirty) days prior to the scheduled event. At the time that the application is submitted, the applicant must be in compliance with all other provisions of this chapter. The Police Chief shall have final discretion in granting or denying any special permit authorized by this section.

#### **12-212 Additional Provisions**

1. A certified check or cash in the amount of One Hundred Dollars (\$100.00) shall be required to be posted and filed as and for a security deposit in addition to said insurance policy and not in lieu thereof, to insure the payment of the cost and expense of the clean and/or repair to the street, alleys, sidewalks, public park, or other public place. The said sum of money shall be refunded at the conclusion of the activity for which the license was obtained



provided that the public premises upon which the licensed activity was conducted is, at the conclusion of such activity, left in the same condition as it existed at the commencement of such activity.

2. Any city equipment used for event must be signed for and returned in the manner to which it was received.
3. Vendors – Pursuant to Chapter 11, Section 11-202 No Vendor shall sell goods, wares or other merchandise or services except milk, newspapers and periodicals within the corporate limits of the City of Johnstown or by telephone within the city without obtaining the appropriate license to do so from the City Clerk. Any person desiring to procure a license shall file with the City Clerk a written application upon a blank form furnished by the City and shall file at the same time satisfactory proof of good character.



June 20, 2023

## Ordinance No. 1, 2023

Council Member Spritzer presented the following Ordinance and moved its adoption:

---

AMEND THE CODE OF ORDINANCES; CHAPTER 20, SECTION 20-205.  
ENTITLED ONE-WAY STREETS; DESIGNATION, EFFECT

---

**BE IT ORDAINED**, that Chapter 20, Section 20-205, Entitled One-Way Streets; Designation, Effect be amended to include the following:

- East First Avenue – “One-Way” east between South Perry Street and Glebe Street, during the hours of 7:00am to 9:00am and 2:00pm to 4:00pm

**ORDAINED**; that the amendment to Chapter 20 of the City of Johnstown Code of Ordinances shall take effect immediately upon its adoption.

Seconded by Council Member \_\_\_\_\_

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023

\_\_\_\_\_  
Carrie M. Allen, City Clerk

Ordinance # 1 , 2023 is hereby approved

\_\_\_\_\_  
Amy Praught, Mayor



June 20, 2023

## Resolution No. 1, 2023

Council Member Jeffers presented the following Resolution and moved its adoption:

### ENTER INTO AN AGREEMENT WITH THE GREATER JOHNSTOWN SCHOOL DISTRICT TO PROVIDE A SCHOOL RESOURCE OFFICER

**WHEREAS**, the City of Johnstown wishes to enter into an Agreement with the Greater Johnstown School District, attached hereto, to provide a School Resource Officer (SRO); and

**WHEREAS**, the purpose of this Agreement is to safeguard children and the school community and support a positive educational and social climate within the Greater Johnstown School District; and

**WHEREAS**, this Agreement shall commence on July 1, 2023 through June 30, 2024 and may be renewed, with mutual consent of all parties, for the following year.

### NOW, THEREFORE BE IT,

**RESOLVED**, that the Mayor is hereby authorized to execute the attached Agreement between the City of Johnstown and Greater Johnstown School District for a School Resource Officer, for services beginning July 1, 2023 through June 30, 2024.

Seconded by Council Member \_\_\_\_\_

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of June, 2023

By and Between

City of Johnstown (City), a municipal corporation duly organized under the laws of the State of New York and having offices at 33-41 East Main Street, Johnstown, New York 12095, by and through the Johnstown Police Department (Chief of Police) with offices located at 33-41 East Main Street, Johnstown, New York 12095,

-and-

Greater Johnstown School District (District), a New York State public school district with principal offices located at 1 Sir Bill Circle, Johnstown, New York 12095;

## RECITALS

WHEREAS, the CHIEF of POLICE employs Officers capable of service as School Resource Officers (SROs) to perform community-policing services in schools located within the CITY OF JOHNSTOWN; and

WHEREAS, the DISTRICT wishes to have one (1) SRO assigned to its schools for that purpose during the academic school year July 1, 2023 through June 30, 2024; and

WHEREAS, the CITY and CHIEF of POLICE are willing to assign one SRO to the DISTRICT.

NOW THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration in receipt of which is hereby acknowledged, the parties agree as follows:

### Purpose:

This agreement sets forth the terms under which the CITY will provide on SRO to the DISTRICT.

### Agreement Term:

The Agreement will be effective beginning July 1, 2023 and will expire June 30, 2024 (the "Term") without notice, unless terminated earlier or extended as provided in this Agreement. CITY and CHIEF OF POLICE shall provide one (1) SRO during the term, with additional time as needed throughout the term and agreed by the parties.

### Renewal:

This Agreement may be renewed by mutual consent of the parties for an additional one (1) year period, commencing July 1, 2024 through June 30, 2025, so long as such renewal is mutually agreed upon in writing by April 1, 2024. Renewal shall not occur unless both parties agree, in writing to renew.

Termination:

The Parties agree that this Agreement may be terminated upon the written consent of all Parties, or by any Party for any reasons other than the funding issues described in the Executory Clause below, upon thirty (30) days written notice to the other Parties at their respective designated addresses.

Provision of Service:

Upon direction and approval from the CHIEF OF POLICE, the CITY and the CHIEF OF POLICE agree to provide the following services:

1. Assignment of one (1) full-time SROs to provide services to the DISTRICT annually, during the academic year, July 1 through June 30; and
2. The SRO assigned to the DISTRICT shall carry out the responsibilities pursuant to the established job duties set forth in **Schedule A** attached hereto and made a part of this Agreement; and
3. A schedule of hours to be worked by the SRO will be established cooperatively by the CITY and the DISTRICT, which they may modify as they deem necessary upon mutual consent; and
4. If the assigned SRO is not available on any school day, the CHIEF OF POLICE will be required to provide a substitute SRO; and
5. The provision by the CHIEF OF POLICE of any SRO to the DISTRICT shall be required on a Monday through Friday basis, September 1 through June 30, based on the DISTRICT'S academic calendar. Overtime for additional duties will be the responsibility of the CITY. The SRO shall not be obligated to work on days where the school is closed for emergency reasons (i.e., snow days) unless staff are required to report or if requested by the District. If not needed as an SRO on particular days, the SRO can be reassigned as needed by the CHIEF of POLICE upon written communication from the DISTRICT that the SRO will not be required to report to the DISTRICT on a particular day(s).

Selection; Supervision; and Professional Status of SRO:

The selection, supervision and professional status of the SROs assigned to the DISTRICT shall be governed by the following terms:

1. The SRO to be assigned to the DISTRICT shall be selected by the CHIEF OF POLICE in conjunction with, and subject to the approval of, the DISTRICT'S Superintendent of Schools, DISTRICT'S SCHOOL BOARD and/or the Superintendent's designee including administrators, to ensure an appropriate match of skills, personality, and approach.
2. It is expressly understood and agreed that the legal status of the CHIEF OF POLICE and the assigned SRO, vis-à-vis the District under this Agreement is that of an Independent Contractor, and

in no manner shall the SRO be deemed an employee of the District. The SRO shall at all times be an employee of the CITY/CHIEF OF POLICE. The SRO's terms and conditions of employment including wages, benefits, time-off, fringe benefits, and disciplinary procedures, shall be governed by the Collective Bargaining Agreement between the CHIEF OF POLICE and the Johnstown Police Benevolent Association. With the exception of the hours assigned to the DISTRICT by the CHIEF OF POLICE nothing in this Agreement shall alter or supersede those terms and conditions of the Union Contract. The CITY and the CHIEF OF POLICE agrees, during the term of this Agreement, to maintain at its expense those benefits to which the SRO, as its employee, would otherwise be entitled by law, including health benefits, and all required insurances for its employees including Workers' compensation, disability, and unemployment insurance, and to provide the DISTRICT with certification of such insurance upon request. The CITY and the CHIEF OF POLICE shall be responsible for all applicable federal, state, and local taxes, and all FICA contributions.

3. Direct supervision of the SRO shall be in accordance with the chain of command of the CHIEF OF POLICE's Office as established by the CHIEF OF POLICE.
4. The CHIEF OF POLICE and the DISTRICT shall each name a primary contact person from their respective organizations for the purposes of administering this agreement and the SRO program.
5. The DISTRICT, through the Superintendent or the Superintendent's designee, will immediately communicate any concerns about the SRO's effectiveness or conduct, and any disciplinary issues with respect to the SRO, to the CHIEF OF POLICE, or his designee, who will investigate and resolve such issues administratively. Copies of any and all evaluations, commendations, complaints or supporting information related to the performance or actions of the SRO shall be provided to the CHIEF OF POLICE to be maintained in accordance with law.
6. If the DISTRICT, through the Superintendent or the Superintendent's designee deems that the resolution of any issue, or any unresolved issue, is detrimental to the effectiveness of the SRO or creates a likelihood of disruption to the educational environment, the SRO shall be replaced with a new SRO mutually acceptable to the CHIEF OF POLICE and the DISTRICT.
7. The SRO shall at all times be first and foremost a sworn CITY Police Officer, fully trained and certified under the laws of the State of New York, who is mandated by law to enforce the law, intercede in crimes in progress, investigate criminal activity whether or not on the school campus and will take appropriate enforcement action as mandated by law.
8. The SRO will, upon request, act in support of DISTRICT and/or Building administrators to advance the mission of the DISTRICT and to help ensure the health, welfare, and safety of the District's students, faculty, staff, and other members of the DISTRICT community.
9. The SRO provided by the CHIEF OF POLICE and the CITY shall be fully equipped with all equipment provided by the CHIEF of POLICE to Johnstown Police Officers; including, but not limited to, uniforms, body armor, firearms, radio, and patrol car. The 100% cost of all required training, equipment, salary and benefits shall be the responsibility of the CITY.
10. The SRO will maintain all necessary certifications and will remain current on training necessary to



allow him/her to discharge his duties as a member of the Johnstown Police Department and the District's SRO, including but not limited to the training required to allow the SRO to carry and discharge a firearm in the course of their duties.

#### Duties and Schedule of the SRO:

The SRO assigned to the DISTRICT shall serve as an immediate 10-month resource to District officials, professional staff, and students, and in the roles of law enforcement officer, educator, and advisor shall perform duties including, but not limited to:

1. Maintaining a presence in the DISTRICT and primarily the Johnstown High School, Knox Middle School, and, to a lesser extent, all other District school buildings, with a focus on creating a peaceful and safe learning environment for students, faculty, staff, and visitors by proactively working to eliminate safety threats, school related crime and disorder, and by working to enhance the quality of life of members of the school community.
2. Responding immediately to ensure safety in times of crisis or conflicts and providing follow-up to proactively prevent future problems.
3. Communicating and collaborating with other law enforcement colleagues to identify and preemptively address potential issues, such as matters that occur outside the school environment that may impact the school, as well as to investigate potentially unlawful and unsafe activities in close coordination with the respective building principal or designee.
4. Functioning as a resource to the school community, including staff, students, and their families, for collaborative problem solving and the encouragement of information-sharing to increase safety and security in the school and community.
5. Making presentations to students, faculty and staff, officials, parents and the community on violence prevention, substance abuse, social conflict, crime prevention, health and safety, conflict resolution, school safety and other related community policing issues.
6. The SRO shall not be expected or required to primarily handle violations of the DISTRICT's Code of Conduct, and shall not supplement, supplant, or circumvent the responsibilities of building administrators and others within the DISTRICT responsible for enforcement of the Code of Conduct. However, the SRO may be requested to assist in the handling of Code of Conduct violations as DISTRICT security, a witness, and/or where the violation would otherwise involve contact with law enforcement, or in situations where a law enforcement officer would intercede regardless of SRO status.
7. The SRO shall be assigned to provide service to the DISTRICT on each regular school day and days when 10-month employees are otherwise required to report to the DISTRICT for an eight (8) hour shift and may, when warranted by the situation or circumstances, have a presence extended beyond the regular school day or regular day when 10-month employees are otherwise required to report to the DISTRICT. Any such extension beyond the regular day must be cleared with a CHIEF OF POLICE supervisor by the SRO prior to the commencement of such extension in accordance with the Office of the CHIEF of POLICE overtime policies and practices.

8. The SRO shall also be assigned to provide service to the DISTRICT on days when students are not in attendance as would be consistent with other 10- month employees of the DISTRICT, for scheduled professional development or preparation for the upcoming school year; on such days, the SRO's responsibilities may include opportunities for professional development, program evaluation, and program enhancement. If the SRO is not required or requested by the DISTRICT to attend professional development on those days or be in attendance for SRO duties, they will not be required to be on campus and can return to the City of Johnstown Police Department at those times or on those days if there are no items that can be accomplished towards the maintenance of the Professional Status of the SRO, including, but not limited to, the requirements of "Duties and Schedule of the SRO (10). The days required of the SRO shall be in the discretion of the DISTRICT prior to use by the CITY where SRO presence is not required at the DISTRICT.
9. Any training or professional development to be provided to the SRO by the DISTRICT must be communicated by the SRO to the CHIEF of POLICE, and approved by the CHIEF of POLICE prior to attendance of the SRO to ensure that said training or professional development is consistent with the policies and procedures of the CHIEF of POLICE and that appropriate training materials, certificates of completion, attendance records, etc. are collected and maintained by the CHIEF of POLICE in accordance with applicable policies and laws.
10. Training and similar professional requirements of the CHIEF of POLICE may from time to time impact the availability and service of the SRO. The CHIEF of POLICE shall notify the DISTRICT in advance of scheduled absences due to such professional requirements. In such case, no alternate SRO will be provided to the DISTRICT by the CHIEF of POLICE. Such training and similar professional requirements shall be prioritized for days when the SRO is not already required to report to work for the District, where possible. Except in the case of extreme emergency, the SRO shall not be called to respond to any non- school related situation during the SRO's regular workday.

#### Facilities and Resources to be Provided to the SRO:

1. The DISTRICT shall provide an office, in a location mutually agreed upon by the CHIEF of POLICE and the DISTRICT, for use by the assigned SRO.
2. The DISTRICT shall provide a designated parking spot for the SRO at and in close proximity to the SRO's assigned office.
3. The DISTRICT shall provide the following office equipment and furnishings for the SRO at said office location: a desk; a desk chair; two office chairs; one personal computer with internet connectivity; one computer monitor; one printer; and one phone. In addition, the DISTRICT shall allow the SRO to access and use a school photocopier near the SRO's assigned office.

#### Provision of Additional Police Officer Services:

The CITY and CHIEF of POLICE agree to provide the following additional Police Officer Services:

1. Assignment of the full-time SRO to the DISTRICT shall not affect the duties of other Police



Officers or preclude their appropriate presence on or near school campuses, or on or near off-campus school facilities or events.

2. The DISTRICT may request, the provision of Police Officer Services for DISTRICT and school activities and functions outside the regular school day or at locations other than the school campuses; such services shall be requested by email through the CHIEF of POLICE's primary contact as identified above. Any such assignment which is not an extension of the SRO's scheduled workday, or which is performed by a Police Officer other than the SRO, shall be for a minimum of one (1) hour.
3. Additional overtime for the SRO assigned to the DISTRICT beyond minor extensions of the regular workday or overtime assignments for any other Police Officer cannot be authorized by the SRO and must be pre-arranged between the CHIEF of POLICE and DISTRICT's primary contacts as such agreements commit CHIEF of POLICE resources and create a financial responsibility for the CITY.

Payment:

In consideration of the services provided by the CITY and CHIEF of POLICE, the DISTRICT and CITY agree to pay for the following services:

1. The DISTRICT will pay the City a flat fee of \$60,000 for the assignment of one SRO's service for 40 hours per week (*1,720 hours, annually – the equivalent of 10 months*)
2. The CITY will pay all labor/employment/benefits costs related to the position other than the aforementioned DISTRICT Flat fee responsibility. This means health insurance, retirement, all contractual benefits.
3. The CITY will pay all labor/employment/benefits costs related to the SRO when said SRO is assigned to the DISTRICT or CITY/CHIEF of Police.
4. The CITY will be responsible for any overtime created by the SRO and approved by the Chief of Police, or his designee, while assigned to the District for the months as set forth in this agreement.
5. The DISTRICT shall pay the CITY Fifteen thousand dollars (\$15,000) four times a year. The first bill shall be tendered within 30 days of the three months from the starting date of the SRO (*October 1*), and every three months thereafter (*January 1, April 1, July 1*). Any payment not received by the CHIEF of POLICE/CITY within thirty days after the tendering of the quarterly invoice, shall be subject to a late payment penalty of 1% of the District's salary portion (*10 months*) per month.

### Confidentiality and Disclosure of Records:

1. *Confidentiality.* The parties agree that all information exchanged is considered confidential and subject to provisions of applicable Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
2. *Records Disclosure/FERPA.* The CITY, the CHIEF OF POLICE and the DISTRICT agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), the New York State Education Law Section 2-D, and regulations promulgated under those laws, as the same may be amended from time to time. Section 8 of this Agreement contains the terms required by New York Education Law Section 2-D concerning the disclosure of protected personally identifiable student, principal and teacher information from disclosure.
3. *HIV Related Information.*
  - a. Non-Discrimination. The CITY, the CHIEF OF POLICE, the assigned SRO and any substitute SRO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection, as indicated from an HIV related test. It is agreed that the CITY and CHIEF OF POLICE and any member of his staff with whom confidential HIV related information may be given as a necessity for providing services and in accordance with Part 403 of Title 18 of the NYCRR (NYSDSS) regulations and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
  - b. Re-disclosure. The following written statement must be included when disclosing any confidential HIV related information:

*“This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”*

### Requirements of New York State Education Law Section 2-d:

1. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as “PII”), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SROs. The exclusive purpose for which the referenced PII will be used is the delivery of SRO services provided under the Agreement. Upon expiration of this Agreement, the CITY and CHIEF OF POLICE must securely destroy or return all PII to the DISTRICT that remains in the SRO’s, substitute SRO’s, City’s or Chief of Police’s possession.
2. If PII is disclosed to the SRO and/or substitute SROs by the DISTRICT for purposes of providing services to the DISTRICT, the SRO, CITY and CHIEF OF POLICE must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the DISTRICT:

- a. Any officers or employees of the CITY and/or CHIEF OF POLICE and its assignees who have access to student data or teacher or principal data have received or will receive training on federal and state law governing confidentiality of such data prior to receiving access;
  - b. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - c. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
  - d. Except for authorized representatives of the CITY or CHIEF OF POLICE to the extent they are carrying out the Agreement, not disclose any PII to any other party:
    - i. Without prior written consent of the parent or eligible student; or
    - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the CITY, CHIEF OF POLICE, DISTRICT, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
  - e. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
  - f. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
3. The text of New York State Education Law § 2-d and the Greater Johnstown School District's Parents Bill of Rights, with the Statement of Assurances required by Education Law § 2-d, is annexed to this Agreement as Addendum #1.

#### Confidentiality and Disclosure of Records:

4. *Confidentiality.* The parties agree that all information exchanged is considered confidential and subject to provisions of applicable Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
5. *Records Disclosure/FERPA.* The CITY, the CHIEF OF POLICE and the DISTRICT agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), the New York State Education Law Section 2-D, and regulations promulgated under those laws, as the same may be amended from time to time. Section 8 of this Agreement contains the terms required by New York Education Law Section 2-D concerning the disclosure of protected personally identifiable student, principal and teacher information from disclosure.
6. *HIV Related Information.*
  - a. Non-Discrimination. The CITY, the CHIEF OF POLICE, the assigned SRO and any substitute SRO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection, as

indicated from an HIV related test. It is agreed that the CITY and CHIEF OF POLICE and any member of his staff with whom confidential HIV related information may be given as a necessity for providing services and in accordance with Part 403 of Title 18 of the NYCRR (NYSDSS) regulations and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

- b. Re-disclosure. The following written statement must be included when disclosing any confidential HIV related information:

*“This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”*

Requirements of New York State Education Law Section 2-d:

4. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as “PII”), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SROs. The exclusive purpose for which the referenced PII will be used is the delivery of SRO services provided under the Agreement. Upon expiration of this Agreement, the CITY and CHIEF OF POLICE must securely destroy or return all PII to the DISTRICT that remains in the SRO’s, substitute SRO’s, City’s or Chief of Police’s possession.
5. If PII is disclosed to the SRO and/or substitute SROs by the DISTRICT for purposes of providing services to the DISTRICT, the SRO, CITY and CHIEF OF POLICE must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the DISTRICT:
  - a. Any officers or employees of the CITY and/or CHIEF OF POLICE and its assignees who have access to student data or teacher or principal data have received or will receive training on federal and state law governing confidentiality of such data prior to receiving access;
  - b. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - c. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
  - d. Except for authorized representatives of the CITY or CHIEF OF POLICE to the extent they are carrying out the Agreement, not disclose any PII to any other party:
    - i. Without prior written consent of the parent or eligible student; or
    - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the CITY, CHIEF OF POLICE, DISTRICT, or institution that provided the

information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

- e. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
  - f. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
6. The text of New York State Education Law § 2-d and the Greater Johnstown School District's Parents Bill of Rights, with the Statement of Assurances required by Education Law § 2-d, is annexed to this Agreement as Addendum #1.

Indemnification & Insurance:

1. *Indemnification by the DISTRICT.* The DISTRICT agrees to indemnify, save and hold harmless the CITY and the CHIEF OF POLICE, their agents, servants, employees and subcontractors from any claims, demands, causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the DISTRICT, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at its own cost, such action or proceeding.
2. *Indemnification by the CITY and CHIEF OF POLICE.* The CITY and CHIEF OF POLICE agree to indemnify, save and hold harmless the DISTRICT, its agents, servants, employees and subcontractors from any claims, demands causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the CITY and/or the CHIEF OF POLICE, either of their agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.
3. *DISTRICT Insurance.*
  - a. The DISTRICT agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against commercial general liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
  - b. The DISTRICT agrees that it will, at its own expense, at all times during the term of this agreement, maintain in full force a policy of insurance which will insure against automobile liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall be a combined Single Limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000).
  - c. The DISTRICT agrees to have the CITY and the CHIEF OF POLICE added to said liability insurance policies as additional insureds, to provide the CITY and the CHIEF OF POLICE with a certificate from said insurance company or companies showing: coverage as herein required,



that the CITY and CHIEF OF POLICE are named as additional insureds, and an endorsement such that such coverage shall not be terminated or modified without written prior notice to the CITY and CHIEF OF POLICE of at least thirty (30) days.

- d. The DISTRICT shall maintain Workers' Compensation, and Unemployment Insurances for its employees in accordance with New York Law. [Note: The DISTRICT is exempt from the requirement to provide Disability Insurance.

4. *The CITY and CHIEF OF POLICE Insurance.*

- a. The CITY and CHIEF OF POLICE agree that they will (or the CITY on behalf of the CHIEF OF POLICE will), at their own expense, at all times during the term of this agreement, maintain in force a policy of insurance appropriate for law enforcement operations which will insure against commercial general liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- b. The CITY and CHIEF OF POLICE agree that they will (or the CITY on behalf of the CHIEF OF POLICE will), at their own expense, at all times during the term of this agreement, maintain in full force a policy of insurance which will insure against automobile liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall be a combined Single Limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000).
- c. The CITY agrees to have the DISTRICT added to said insurance policies as an additional insured, and to provide the DISTRICT with a certificate from said insurance company or companies showing: coverage as herein required, that the DISTRICT is named as an additional insured, and an endorsement such that such coverage shall not be terminated or modified without written prior notice to the DISTRICT of at least thirty (30) days.
- d. The CITY and CHIEF OF POLICE shall maintain Workers Compensation, Unemployment and Disability Insurances in accordance with New York Law for their employees.

5. *All Insurances.*

All insurance carriers providing the above coverages for the Parties must be licensed to do so in New York State, and rated no lower than "B+" by the most recent Best's Key Rating Guide, or must be otherwise acceptable to the other Parties. Whenever a Party, its officers, employees and agents must be named as Additional Insured, it shall be on a primary and noncontributory basis under all policies in connection with the services being rendered under this Agreement.

Executory Clause:

In accordance with Section 41 of the State Finance Law, the DISTRICT shall have no liability under this contract to the CITY or CHIEF OF POLICE, or to anyone else beyond funds appropriated and available for this contract.

Termination:

Either party may terminate this Agreement by giving the other Party sixty (60) days written notice.

Indemnification of City:

The DISTRICT shall indemnify and save harmless the CITY from and against any and all claims which either:

1. Arise from and are in connection with the provision of school resource officer services to the District under this AGREEMENT.
2. Arise from or are in connection with any act or omission of the CITY or CITY's agents regarding the provision of school resource officer services to the DISTRICT under this AGREEMENT.
3. Arising from any activity carried on by the CITY regarding the provision of school resource officer services to the DISTRICT under this AGREEMENT.

The DISTRICT shall pay for and defend any actions, suits, and proceedings which may be brought against the CITY or in which the CITY may be impleaded, with respect to the provision of school resource officer services to the DISTRICT under this AGREEMENT.

DISTRICT shall pay for, satisfy and discharge any judgments, orders and decrees which may be imposed upon or recovered against CITY regarding the provisions of school resource officer services to the DISTRICT under this AGREEMENT.

Notwithstanding the entirety of the above indemnification, the DISTRICT shall not be obligated to indemnify the CITY for any claim where:

1. The SRO is performing duties for the CHIEF OF POLICE and/or CITY that are not within the purview of SRO duties, including but not limited to, days when the SRO is not needed by the DISTRICT and has been re-assigned by the CHIEF OF POLICE and/or CITY to perform non-SRO duties.
2. The claims arise out of issues which are under the exclusive supervision, responsibility, and/or control of the CHIEF OF POLICE and/or CITY, including but not limited to, the maintenance of SRO standards and requirements and/or law enforcement officer training requirements and/or certifications.
3. The conduct constitutes willful misconduct or criminal activity.

Default:

Any occurrence of any of the following shall be considered an Event of Default:

1. Non-Payment: The failure of the DISTRICT to make any payments required under this Agreement, except pursuant to paragraph "Address for Notices" where the CITY has put the DISTRICT on notice of the non-payment default and the DISTRICT has proceeded diligently to cure the default.
2. Other Failure to Perform: The failure by either the CHIEF OF POLICE/CITY or the DISTRICT to perform and/or comply with any term, covenant or condition required under this Agreement.

Remedies:

In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damage for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non- defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded diligently to cure such default.

Address for Notices:

Any notice or other communication required or contemplated under this Agreement to be given by one Party to the other in writing shall be delivered personally or mailed by first class mail, postage prepaid or sent by electronic transmission (email) to the following addresses:

If to the CHIEF of POLICE, to  
David Gilbo, CHIEF of POLICE  
Johnstown Police Department  
33-41 East Main Street  
Johnstown, New York 12095  
[dgilbo@cityofjohnstown.ny.gov](mailto:dgilbo@cityofjohnstown.ny.gov)

-and-

Amy Praught, Mayor  
City of Johnstown  
33-41 East Main Street  
Johnstown, New York 12095  
[apraught@cityofjohnstown.ny.gov](mailto:apraught@cityofjohnstown.ny.gov)

If to the District, to  
Dr. William T. Crankshaw, Superintendent  
GJSD Central Administration Offices  
1 Sir Bill Circle  
Johnstown, New York 12095  
[wcrankshaw@johnstownschoools.org](mailto:wcrankshaw@johnstownschoools.org)

Any notice delivered personally shall be deemed to have been given and received on the business day next following the day of delivery. Any notice sent by US mail shall be deemed to have been given and



received on the fifth day following the day it is placed in the mail. Any notice sent by electronic transmission shall be deemed to have been given and received on the day of sending, provided that no notice that it cannot be delivered is received by the sender within 24 hours following its sending.

#### Execution in Counterparts:

To allow the Parties to complete their formal agreement as expeditiously as possible, this Agreement may be signed in counterparts which, taken together, will constitute a single agreement and either Party may accept from the other a telephonic or electronic facsimile, the signature on which will be deemed an original signature.

#### Entire Agreement:

This Agreement embodies the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings (written or oral) of the Parties in connection therewith. There are no representations, warranties, covenants, or conditions made by either of the Parties except as herein expressly contained. This Agreement may not be amended, modified, altered, or varied except by an Agreement in writing signed by both Parties.

#### Governing Law and Venue:

The laws of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Fulton County, New York, and action must be commenced in the Fulton County or Supreme Court.

#### Modification:

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

#### Severability:

In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

#### Paragraph Titles:

The titles or headings to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

#### Waiver:

The waiver by either party of any breach of any term, covenant or condition herein contained shall not

be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the waiving party.

Approval:

This Agreement is subject to the approval of the governing bodies of the DISTRICT and CITY.

Meaning of Terms:

Payment by the DISTRICT of ten months (10) of the SRO salary will include costs associated with any and all salary and over-time when working in the capacity as the SRO during that period, (*overtime associated with regular Police Officer overtime not associated with the school shall be excluded*); the CITY will pay two (2) months of the SRO salary and the full 12-month cost of benefits including health insurance, workman's compensation, retirement, and all other benefits normally provided by the CITY provided to Police Officers under the PBA Contract or under other policies of the CITY including retirement contributions. This list is not exhaustive but for illustrative purposes only.

Additionally, any salary increases or benefit increases during the term of the contract shall be covered by the DISTRICT and CITY proportionately.

[Signature Lines on Next Page]

**CITY of JOHNSTOWN**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Amy Praught, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David Gilbo, Chief of Police

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael M. Albanese, City Attorney

**GREATER JOHNSTOWN SCHOOL DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
William Crankshaw, Superintendent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David D'Amore, Board of Education President

## SCHEDULE A

### SRO JOB DUTIES

1. Consult with and coordinate activities as requested by the Superintendent and/or designee;
2. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable, advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices and standing general orders;
4. The SRO shall act as a liaison for other law enforcement officers in matters regarding School District policies while on school grounds;
5. The SRO in pursuing the performance of their duties shall coordinate and communicate with the school principal;
6. The SRO shall develop an expertise in presenting various subjects; including but not limiting to lockdown procedures, bullying, drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
7. Encourage group discussions about law enforcement with students, faculty and parents;
8. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions;
9. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
10. Perform such duties as described herein as requested by the school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected;
11. The SRO shall familiarize himself/herself with and shall abide by School District policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School District insofar as same shall be in harmony with standard police practices and standing general orders;
12. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;

13. The SRO shall affirm the role of law enforcement officer by wearing the uniform of the Johnstown Police Department Office at all times unless doing so would be inappropriate for scheduled school activities, deemed so by the Chief of Police and Superintendent and/or their delegates. The uniform shall be worn at events where it will enhance the image of the SRO and their ability to perform their duties.
14. The Primary role of the SRO shall be the safety and security of the school including all students and staff. As such, the SRO shall be equipped and ready to immediately respond to all internal and external threats.



June 20, 2023

## Resolution No. 2, 2023

Council Member Hayner presented the following Resolution and moved its adoption:

### RENEWAL OF AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM FOR COURT SECURITY SERVICES

**WHEREAS**, the City of Johnstown entered into an Agreement with the New York State Unified Court System (UCS) for court security services for a five year term (2019-2024); and

**WHEREAS**, Section I (D), of this Agreement, provides that the dates of each period of the contract term shall be established by mutual written agreement of the parties; and

**WHEREAS**, a new period is proposed, in the five (5) year term, to have commenced beginning April 1, 2023 and terminating March 31, 2024.

### NOW, THEREFORE, BE IT

**RESOLVED**, that the Mayor is hereby authorized and directed, to execute a Renewal of Agreement with the New York State Unified Court System for court security services, attached hereto as Schedule "A".

Seconded by Council Member \_\_\_\_\_

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor



STATE OF NEW YORK  
**UNIFIED COURT SYSTEM**  
**FOURTH JUDICIAL DISTRICT**  
101 STATE FARM PLACE, SUITE 100  
MALTA, NEW YORK 12020  
(518) 285-5099  
FAX # (518) 453-8988

**JOSEPH A. ZAYAS**  
Chief Administrative Judge

**NORMAN ST. GEORGE**  
Deputy Chief Administrative Judge  
Courts Outside New York City

**FELIX J. CATENA**  
District Administrative Judge  
Fourth Judicial District

**JOANNE B. HAELEN**  
District Executive

**JOANNE M. MANN**  
Deputy District Executive

May 18, 2023

The Honorable Amy Praught  
City of Johnstown  
33-41 East Main Street  
Johnstown, New York 12095

RE: Fifth Period (Fiscal Year 2023-24) Agreement between the UCS and the City of Johnstown  
(UCS05-C200515-5000280)

Dear Mayor Praught:

Section I(B) of the above-referenced Agreement provides that the term of the Agreement shall consist of an initial one-year period commencing on April 1, 2019 and terminating on March 31, 2024, and four subsequent one-year periods commencing on April 1<sup>st</sup> and terminating on March 31<sup>st</sup> in each succeeding year of the Agreement (Periods). Section I(B) of the Agreement further provides that each Period shall have its own maximum amount of monetary reimbursement and its own staffing schedule (Appendices B and B-1). Section I(D) of the Agreement provides that both the maximum monetary reimbursement amount and the staffing schedule are to be established by mutual written agreement of the parties.

The maximum monetary reimbursement amount for the Period commencing on April 1, 2023 and terminating on March 31, 2024 (Current Period) shall not exceed **\$58,000.00**. The staffing schedule for the Current Period is set forth in the new Appendices B and B-1 attached hereto. The new Appendices B and B-1 are made a part of this letter and a part of the Agreement, and they replace the previous Appendices B and B-1 for the Current Period.

Except as expressly provided otherwise herein, all terms and conditions of the Agreement shall remain in full force and effect and shall apply to this Period. The signatures of the parties below shall constitute the mutual written agreement of the parties to the terms and conditions set forth herein. The original of this letter should be signed by an authorized representative of the Contractor and the acknowledgment page should be notarized. Please return the signed original letter, the appendices and the acknowledgment page to my office and retain a copy for your files.

Very truly yours,



Chelsea R. Barrett  
Management Analyst

Encls.

Cc: Hon. Thomas Herr, Treasurer  
David F. Gilbo, Police Chief  
Stephen Russo, Chief Clerk

FOR: THE CITY OF JOHNSTOWN

FOR: NEW YORK STATE  
UNIFIED COURT SYSTEM

BY: \_\_\_\_\_  
Amy Praught  
Mayor

\_\_\_\_\_  
Maureen H. McAlary, Director  
Division of Financial Management

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_



## ACKNOWLEDGMENT

STATE OF NEW YORK                    )  
  ) SS.:  
County of Fulton                    )

On the \_\_\_\_\_ day of \_\_\_\_\_ (month), 2023, personally came  
\_\_\_\_\_  
\_\_\_\_\_ (name) to me know, who, being duly sworn, did  
depose and say that he/she is the \_\_\_\_\_ (title) of the County/City  
of \_\_\_\_\_ (municipality), the municipality described in and  
which executed the above instrument; and that he/she is authorized to execute the above instrument on  
behalf of said municipality.

---

**NOTARY PUBLIC**

**APPENDIX B**

**STAFFING SCHEDULE**

DESIGNATED COURT	TITLE	RANK	MINIMUM NO. OF SECURITY PERSONNEL REQUIRED	MAXIMUM NO. OF SECURITY PERSONNEL REQUIRED
Johnstown City Court	Police Officers	N/A	0	3

**STAFFING SCHEDULE**

DESIGNATED COURT	TITLE	AVERAGE ANNUAL SALARY*	AVERAGE ANNUAL FRINGE BENEFITS*	ESTIMATED FTE	MAXIMUM COST
Johnstown City Court	Police Officers	\$69,493	\$23,106	0.63	\$58,000
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Maximum Annual Contract Amount					\$58,000

\*Average annual salary and average annual fringe benefits must include all allowable reimbursable costs as specified in Section III(B) of the Agreement.

**FRINGE BENEFITS**

Fringe benefits pursuant to collective bargaining agreement for 2023. All applicable benefit categories must be listed below to be eligible for reimbursement.

<u>Type</u>	<u>% of Salary (or Amount)</u>
Retirement	25.60
FICA	7.65

STAFFING SCHEDULE

TITLE	RANK	NAME	CERTIFIED ON DCJS POLICE OR PEACE OFFICER REGISTRY
Police Officer	Officer	Arrunategui, Jake	Police
Police Officer	Officer	Barnholt, Derek	Police
Police Officer	Officer	Brown, Josh	Police
Police Officer	Officer	Capece, David	Police
Police Officer	Officer	Crosier, Thomas	Police
Police Officer	Officer	Denny, Carrington	Police
Police Officer	Officer	Gee, Devin	Police
Police Officer	Officer	House, Chris	Police
Police Officer	Officer	Hauser, Kerri	Police
Police Officer	Officer	Jones, Brian	Police
Police Officer	Officer	Kollar, Jase	Police
Police Officer	Officer	Nemecek, Dakota	Police
Police Officer	Officer	Roth, Jason	Police
Police Officer	Officer	Sweet, Cody	Police
Police Officer	Officer	Tino, Matthew	Police
Police Officer	Officer	Wilmot, Ryan	Police
Police Officer	Detective	Burak, Nicholas	Police
Police Officer	Detective	Silva, Jonathan	Police
Police Officer	Detective	Walker, Blaine	Police
Police Officer	Sergeant	Mitchell, Seth	Police
Police Officer	Sergeant	Millias, Michael	Police
Police Officer	Sergeant	Pedrick, Michael	Police



June 20, 2023

## Resolution No. 3, 2023

Council Member Miller presented the following Resolution and moved its adoption:

### ADVERTISE FOR BIDS - RESURFACING OF CERTAIN CITY STREETS FOR STATE FISCAL YEAR 2023-24

**WHEREAS**, the City of Johnstown (City) needs to resurface certain city streets each year to maintain the streets in an acceptable condition; and

**WHEREAS**, the New York State Department of Transportation has notified the City of appropriated funding for the 2023-24 State Fiscal Year as follows:

PROGRAM	2023-24 APPORTIONMENT BALANCE
CHIPS	\$377,706.94
PAVE NY	\$95,427.93
EWI (Extreme Winter Recovery)	\$61,872.30
STR (State Touring Route	\$1,004,440.22
POP (Pave our Potholes)	\$63,618.62
<b>TOTAL</b>	<b>\$1,603,066.01</b>

**WHEREAS**, the total funds available to the City for paving in the SFY 2023-24 is \$1,603,066.01.

### NOW, THEREFORE, BE IT

**RESOLVED**, that the City Clerk is hereby authorized to advertise once in the Leader-Herald, the Daily Gazette, and the New York State Contract Reporter that the City is accepting sealed written bids for the resurfacing of certain city streets. Specifications and Bid Forms will be available by Thursday, June 22<sup>nd</sup> on the city's website [cityofjohnstown.ny.gov](http://cityofjohnstown.ny.gov). Bids will be opened on the 12<sup>th</sup> day of July, 2023 @ 11:00 a.m. in the City Clerk's Office. The City hereby reserves the right to reject any, and all, bids.

Seconded by Council Member \_\_\_\_\_

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor



June 20, 2023

## Resolution No. 4, 2023

Council Member Parker presented the following Resolution and moved its adoption.

### ACCEPT OFFERS FOR SURPLUS / OBSOLETE VEHICLES AND EQUIPMENT

**WHEREAS**, the City owns certain vehicles and miscellaneous parts and equipment which have become obsolete; and

**WHEREAS**, the City of Johnstown entered into an Agreement with Auctions International for the purpose of selling surplus properties; and

**WHEREAS**, attached hereto as Schedule "A" are the highest bids received at the auction which concluded June 13, 2023.

### **NOW, THEREFORE, BE IT**

**RESOLVED**, it is the judgment of the City to accept the highest bids and that the accepted bidders shall have thirty (30) days, from this date, to pay the full bid price, along with closing costs; and be it further

**RESOLVED**, that the Mayor is hereby authorized to execute any and all documents necessary to transfer said properties.

Seconded by Council Member \_\_\_\_\_

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023	Resolution # _____, 2023 is hereby approved
_____ Carrie M. Allen, City Clerk	_____ Amy Praught, Mayor

DESCRIPTION	BID PRICE
(4) 18-22.5 Tires	\$42.50
2007 Sterling L7500 Sewer Jet Truck	\$26,200.00
Maxi-Watt Generator	\$21.00
2004 Ford F150 Pickup Truck	\$310.00
(1) Weather Guard 40" x 24" Tray	\$165.00
(1) 6' Weather Guard Tool Box	\$30.00
1994 International 2574 Truck with Plow, Wing and Sander	\$1,825.00
Onan VacuFlo Cooling 5kw Generator	\$26.00
2006 Chevy Silverado 2500HD Extended Pickup Truck with Plow	\$2,000.00
(2) 7' Weather Guard Truck Tool Boxes	\$10.00
1989 Cummins Generator	\$4,350.00
2009 International 7600 Garbage Truck	\$14,600.00
Code 3 Emergency LED Lights and Controllers	\$52.50
1983 Oshkosh H-2218 8' Snow Blowing Machine	\$16,600.00
(2) 20.5R-25 Tires	\$770.00
1991 International 2574 Dump Truck	\$4,150.00
(2) 19.5L-24 Backhoe Tires	\$10.00
2016 Dodge Charger 4 Door/Police Vehicle	\$1,025.00
(7) Code 3 Emergency Light Bars	\$115.00
12' Viking-Cives Plow	\$610.00
(1) 6' Weather Guard Tool Box	\$21.00
TOTAL	\$72,933.00



June 20, 2023

## Resolution No. 5, 2022

Council Member Spritzer presented the following Resolution and moved its adoption:

### ADVERTISE FOR BIDS – MAFIA BLOCKS FOR USE ON ENTERPRISE ROAD

**WHEREAS**, the City of Johnstown (City) owns and maintains Enterprise Road, off Rt. 30A, in the Johnstown Industrial Park; and

**WHEREAS**, there is significant and consistent truck traffic illegally parking along side of Enterprise Road; and

**WHEREAS**, to alleviate this situation the City desires to purchase and install Mafia blocks on Enterprise Road.

### **NOW, THEREFORE, BE IT**

**RESOLVED**, that the City Clerk is hereby authorized to advertise once in the Leader-Herald that the City is accepting sealed written bids for mafia blocks. Specifications and Bid Forms will be available by Thursday, June 22<sup>nd</sup> on the city's website cityofjohnstown.ny.gov. Bids will be opened on the 12<sup>th</sup> day of July, 2022 @ 11:30 a.m. in the City Clerk's Office. The City hereby reserves the right to reject any, and all, bids.

Seconded by Council Member \_\_\_\_\_

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023

Resolution # , 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor





June 20, 2023

## Resolution No. 6 2023

Council Member Jeffers presented the following Resolution and moved its adoption.

### ACCEPT OFFER FOR SURPLUS / OBSOLETE VEHICLES AND EQUIPMENT

**WHEREAS**, the City owns certain vehicles and miscellaneous parts and equipment which have become obsolete; and

**WHEREAS**, the City of Johnstown advertised a 1990 Central States Fire Pumper for bid; and

**WHEREAS**, sealed bids were opened on June 15, 2023, with the following bid being received:

BIDDER	AMOUNT
Apollo Northeast Sales & Service	\$5,000.00

### NOW, THEREFORE, BE IT

**RESOLVED**, it is the judgment of the City to accept the bid of Apollo Northeast Sales & Service and that the accepted bidder shall have thirty (30) days, from this date, to pay the full bid price, along with closing costs; and be it further

**RESOLVED**, that the Mayor is hereby authorized to execute any and all documents necessary to transfer said property to Apollo Northeast Sales & Service.

Seconded by Council Member \_\_\_\_\_

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on June 20, 2023

Resolution # \_\_\_\_\_, 2023 is hereby approved

\_\_\_\_\_  
Carrie M. Allen, City Clerk

\_\_\_\_\_  
Amy Praught, Mayor